

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND ROBERT CLAIR GRIFFIN, D.D.S.**

Come now Robert Clair Griffin, D.D.S. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo 2000, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo 2000.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee and, subsequently, the right to a disciplinary hearing before the Board at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's license. Being aware of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to Licensee.

Licensee acknowledges that Licensee has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline Licensee's license, along with citations to law and/or regulations the Board believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's license, numbered 2011034905 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2009 and Chapter 332, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee, Robert Clair Griffin, D.D.S., is licensed by the Board as a dentist, License No. 2011034905. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On June 5, 2015, the Board received a complaint against Licensee alleging that Licensee had written a prescription for Macrobid for his wife that was outside Licensee's scope of practice.

4. On March 8, 2016, Board Investigator Joshua Fisher went to Licensee's office to discuss the complaint. Licensee explained that his wife had a non-dental illness and was really sick. Licensee stated that he was unable to contact his wife's physician; that his wife's cousin is a physician's assistant in another state; and that his wife regularly consulted with her cousin when she couldn't get a hold of her physician. Licensee said his wife's cousin suggested she take the Marcobid.

5. Dr. Griffin said his wife went to pick up the prescription for Marcobid at the pharmacy [located on Club Village Drive in Columbia, Missouri] and that the pharmacist said the prescription was outside the scope of Dr. Griffin's practice and she could not fill the prescription.

6. Dr. Griffin said his wife finally got a hold of her physician who then called the prescription in for her. Dr. Griffin said they did not want to call the prescription in to the same pharmacy, because he thought the pharmacist would again refuse to fill the prescription, so they called it in to the Walgreens on Broadway in Columbia.

7. Dr. Griffin said when his wife went to go pick up her prescription from the new pharmacy, the pharmacist at the original location had contacted the Walgreens on Broadway and told that pharmacist not to fill the prescription. He said the Walgreens on Broadway did fill the prescription for his wife.

8. Dr. Griffin said his wife filed a complaint with the original pharmacist's manager and he said that's why he thinks that she filed a complaint against him. Dr. Griffin acknowledged that he called in the Macrobid prescription for his wife and that it was outside his scope of practice.

9. Investigator Fisher, as a part of his investigation, requested copies of records of five of Dr. Griffin's patients: J.C.A., J.H., C.H., A.N., and R.O.

10. Pharmacy records show Dr. Griffin prescribed J.H., Valacyclover 500mg – 8 tablets on February 10, 2015; and 16 tablets on June 16, 201[6], with a refill of 16 tablets that was filled on January 23, 2016. J.H. was also prescribed Methylprednisone 4mg dospak, 21 tablets, and a Azithromycin 250 mg tablets 6 pack on February 4, 2016. None of these prescriptions were recorded in J.H.'s patient record. It should also be noted that J.H. is employed at ProDental.

11. Pharmacy records show Dr. Griffin prescribed C.H. 20 tablets of Tramadol 50mg and 20 tablets of Hydrocodone/Acetaminophen 5-325 on February 11, 2016. The patient records show that C.H. was prescribed 30 of each. Pharmacy records also show C.H. was prescribed 20 tablets of Tramadol 50mg and 20 tablets of Hydrocodone/Acetaminophen 5-325 on January 19, 2016, February 4, 2016, and February 16, 2016, but the prescriptions on the dates noted were not recorded in C.H.'s patient chart. C.H. was also prescribed Amoxicillin 500 mg on January 19, 2016 and February 1, 2016. Investigator Fisher was unable to find those prescriptions in C.H.'s patient chart.

12. Pharmacy records show Dr. Griffin prescribed A.N. Hydrocodone/Acetaminophen 5-325 on October 29, 2015, October 27, 2015, and October 12, 2015. A.N. was prescribed Tramadol 50 mg on November 9, 2015, October 27, 2015, and October 12, 2015. A.N. was also prescribed Clindamycin 300 mg on October 29, 2015. None of the prescriptions were located in the patient chart for A.N.

13. Pharmacy records show Dr. Griffin prescribed R.O. 4 Diazepam 5mg on September 15, 2015, and 20 tablets of Hydrocodone/Acetaminophen 5-325 on September 25, 2015. Neither prescription is noted in R.O.'s patient chart.

14. While reviewing pharmacy records, Investigator Fisher located multiple prescriptions written by Dr. Griffin for staff members J.S. and M.T. Pharmacy records show Dr. Griffin prescribed M.T. 21 tablets of Prednisone 10mg and 6 tablets of Azithromycin on February 27, 2015. Dr. Griffin also prescribed M.T. 21 tablets of Prednisone 10 mg on January 16, 2016. None of these prescriptions were noted in M.T.'s patient chart.

15. On or about March 10, 2015, Inspector Fisher returned to ProDental to speak with Dr. Griffin about some discrepancies noted in his patient charts. Dr. Griffin said the prescriptions were saved in Dentrx and was not aware it needed to be noted elsewhere. Inspector Fisher advised that there was nothing requiring

that prescriptions had to be noted in the chart, but that the rules require Dr. Griffin to maintain complete and accurate records.

16. Inspector Fisher pointed out to Dr. Griffin that on some of the charted prescriptions did not match pharmacy records (i.e.: the chart reflects Dr. Griffin prescribed 30 tablets and the pharmacy filled 20). Dr. Griffin indicated that any errors must have been made with someone using an inaccurate template for the chart.

17. On or about March 15, 2016, Dr. Griffin emailed a response and explanation regarding the record discrepancies and the steps to be "implemented immediately" by his office to correct the issues. Dr. Griffin noted that his office has modified the clinical note templates to include an "Rx line-item" and "corrected the dispensed number to match the printed Rx." Dr. Griffin also noted that his office has committed to make a "clinical note for all Rx's that are called in or requested over the phone." Finally, Dr. Griffin asserted the need for "improved documentation" was discussed with office staff.

18. Investigator Fisher, as a part of his investigation, conducted an infection control inspection of Dr. Griffin's office. The inspection revealed that Dr. Griffin appeared to be compliant in all areas except weekly spore testing. The last test appeared to have been done on January 4, 2016. Dr. Griffin explained that the practice had purchased a new autoclave and he believed that the lapse in record keeping for testing the autoclave was due to the transition to the new machine. Dr. Griffin said he would make sure the problem was corrected. Dr. Griffin was also notified he would need to send monthly documentation of weekly spore testing to the Board office. Dr. Griffin has complied with that request.

19. Investigator Fisher, as a part of his investigation, conducted an audit of Dr. Griffin's continuing education. Dr. Griffin submitted more than the required 50 continuing education hours along with an approved BLS from the audit period. Dr. Griffin appears to be in compliance with the continuing education requirements.

20. Section 332.052, RSMo, states in relevant part:

1. "Dentists shall maintain an adequate and complete patient record for each patient and may maintain electronic records provided the record-keeping format is capable of being printed for review by the board."

21. Section 332.361, RSMo, states in relevant part:

1. "Any duly registered and currently licensed dentist in Missouri may write, and any pharmacist in Missouri who is currently licensed under the provisions of chapter 338 and any

dentist in Missouri for any drug necessary or proper in the practice of dentistry, provided that no such prescription is in violation of either the Missouri or federal narcotic drug act."

22. Section 191.694, RSMo, states in relevant part:

1. All health care professionals and health care facilities shall adhere to universal precautions, as defined by the Centers for Disease Control of the United States Public Health Service, including the appropriate use of hand washing, protective barriers, and care in the use and disposal of needles and other sharp instruments, to minimize the risk of transmission of HIV, HBV and other blood-borne infections to patients. Health care professionals and health care facilities shall comply with current guidelines, established by the Centers for Disease Control, for disinfection and sterilization of reusable devices used in invasive procedures.

23. Licensee's actions as described above in paragraphs 3 through 16 constitute cause for disciplinary action against Licensee for Licensee's actions in attempting to prescribe a drug which was not necessary or proper in the practice of dentistry and; licensee's failure to have available prescription records during Board inspection of Licensee's dental practice, constitutes incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of, or relating to one's ability to perform, the functions or duties of any profession licensed or regulated by this chapter. Licensee's failure to conduct weekly spore testing as described above in paragraph 18 constitutes cause for discipline, as a result of Licensee's failure or refusal to properly guard against contagious, infectious or communicable diseases or the spread thereof and; a failure to maintain his or her office or offices, laboratory equipment and instruments in a safe and sanitary condition.

24. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), (16) and (17), RSMo, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any permit or license required by this chapter or any person who has failed to renew or has surrendered his or her permit or license for any one or any combination of the following causes:

...

- (5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of, or relating

to one's ability to perform, the functions or duties of any profession licensed or regulated by this chapter;

...

- (16) Failure or refusal to properly guard against contagious, infectious or communicable diseases or the spread thereof;
- (17) Failing to maintain his or her office or offices, laboratory, equipment and instruments in a safe and sanitary condition[.]

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo 2000:

25. The terms of discipline shall include that the dental license, license number 2011034905, be **CENSURED.**

26. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610, 324, RSMo.

27. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

28. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

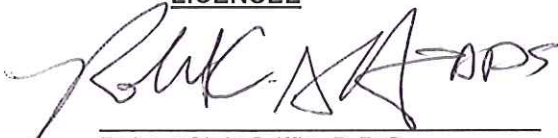
29. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the

Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to:

Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.

30. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of act and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

LICENSEE


Robert Clair Griffin, D.D.S.

Date 7-18-16

BOARD


Brian Barnett,
Executive Director
Missouri Dental Board

Date 8/22/2016